

U.S. DISTRICT COURT  
N.D. OF N.Y.  
FILED

**UNITED STATES DISTRICT COURT FOR 26 2017**  
**THE NORTHERN DISTRICT OF NEW YORK**

• 445 Broadway, Albany, NY 12207-2936 • ALBANY

**Unified United States Common Law Grand Jury<sup>1</sup>**

**Sureties of the Peace<sup>2</sup>**

P.O. Box 59, Valhalla, NY 10595 Fax: (888) 891-8977

AL, AK, AZ, AR, CA, CO, CT, DE, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY;

Proceeding as Next Friend under Rule 17, 28 USCA<sup>3</sup> on behalf of petitioner: Removed from Leavenworth County District Court for Cause, violation of the right of due process; Amendment V.

**PETITIONER:** Asulu Williams;  
22885 Hardy Lane, Saint Robert, Missouri 65584.

**DEFENDANTS:** Judge David J. King;  
601 South 3<sup>rd</sup>, Suite 3051  
Leavenworth, Kansas 66048-2868.

HSBC Bank USA, NA;  
CEO Irene Dorner;  
P.O. Box 2013, Buffalo, New York 14240.

**RE:** Non Judicial Mortgage Foreclosure  
For cause violation of the unalienable right of due process  
protected by Amendment V.

<sup>1</sup> The UUSCLGJ is comprised of fifty Grand Jurys each unified amongst the counties within their respective States. All fifty States have unified nationally as an assembly of Thousands of People in the name of We the People to suppress, through our Courts of Justice, subverts both foreign and domestic acting under color of law within our governments. States were unified by re-constituting all 3,133 United States counties.

<sup>2</sup> SURETIES OF THE PEACE: If anyone has been dispossessed without the legal judgment of his peers, from his lands, castles, franchises, or from his right, we will immediately restore them to him; and if a dispute arise over this, then let it be decided by the five and twenty jurors of whom mention is made below in the clause for securing the peace. Moreover, for all those possessions, from which anyone has, without the lawful judgment of his peers, been disseized or removed by our government, we will immediately grant full justice therein. Magna Carta Paragraph 52.

<sup>3</sup> Next Friend: "A next friend is a person who represents someone who is unable to tend to his or her own interest." Federal Rules of Civil Procedures, Rule 17, 28 USCA; Haines v. Kerner, 404 U.S. 519 (1972).

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Proceeding as Next Friend under Rule 17, 28 USCA<sup>6</sup> on behalf of Petitioner:

Grand Jury, Sovereigns of the Court

**We the People**

- Against -

Judge David J. King, CEO Irene Dörner

**Defendants**

Jurisdiction: Court of Record, under  
the rules of Common Law<sup>7</sup>  
Action at law:<sup>8</sup>

Case NO: 1:16-CV-1490

Magistrate: Daniel J. Stewart

**SHOW CAUSE**

**We the People<sup>9</sup>** of the Unified United States Common Law Grand Jury, under the power and authority of the Sureties of the Peace, hereinafter the Grand Jury, whereas the Unified Common Law Grand Juries arose out of **We the People** in each of the Fifty States which

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<sup>7</sup> **"A Court of Record** is a judicial tribunal having attributes and exercising functions independently of the person of the magistrate designated generally to hold it, and proceeding according to the course of common law, its acts and proceedings being enrolled for a perpetual memorial." Jones v. Jones, 188 Mo.App. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8 Metc. Mass., 171, per Shaw, C.J. See, also, Ledwith v. Rosalsky, 244 N.Y. 406, 155 N.E. 688, 689.

<sup>8</sup> **AT LAW:** Bouvier's This phrase is used to point out that a thing is to be done according to the course of the common law; it is distinguished from a proceeding in equity.

<sup>9</sup> **PEOPLE:** People are supreme, not the state. Waring vs. the Mayor of Savannah, 60 Georgia 93; The state cannot diminish rights of the people. Hertado v. California, 100 US 516; Preamble to the US and NY Constitutions - **We the people** ... do ordain and establish this Constitution...; ...at the Revolution, the sovereignty devolved on the people; and they are truly the sovereigns of the country, but they are sovereigns without subjects...with none to govern but themselves... CHISHOLM v. GEORGIA (US) 2 Dall 419, 454, 1 L Ed 440, 455, 2 DALL (1793) pp471-472; The people of this State, as the successors of its former sovereign, are entitled to all the rights which formerly belonged to the King by his prerogative. Lansing v. Smith, 4 Wend. 9 (N.Y.) (1829), 21 Am. Dec. 89 10C Const. Law Sec. 298; 18 C Em.Dom. Sec. 3, 228; 37 C Nav.Wat. Sec. 219; Nuls Sec. 167; 48 C Wharves Sec. 3, 7.

SHOW CAUSE

PAGE 2 OF 4

came together to form a Unified United States Common Law Grand Jury. This was done in an effort to subdue subversion against the United States of America from enemies both foreign and domestic.

There is wide spread ignorance concerning "Non-Judicial Foreclosures" and the "APPEARANCE" that it is a Lawful Procedure that functions without the REQUIRED filing of Proof of Claim (form 4490) and Fiduciary Authority (form 56) which must be filed within the federal district of the claim with copies of the same with notice of the foreclosure served upon the petitioner, giving opportunity of due process as required to comply with the law of the land.

Let this action first serve to inform the defendants that a Non-Judicial Foreclosure lacks Due Process of Law which is an unalienable right protected under the 5<sup>th</sup> Amendment and that any court permitting such a court filing procedure is acting under the color of law which is a criminal act and enters into a conspiracy, non-judicial foreclosure laws of any State to the contrary not with-standing.

Therefore, ~~We~~ the People DEMAND that the defendants Show Cause by what Constitutional Authority you act that permits an action "*in rem*" against the People without Proof of Claim, Fiduciary Authority and due process OR, notify this Court immediately of your error and withdrawal of your unlawful proceedings that deny due Process of the petitioner; if the home has already been foreclosed, restore the victim to their original state. In lieu of this, you may notify this Court immediately of your errors and withdrawal of your unlawful proceedings that deny due Process of the petitioner and this proceeding will be quashed.


We are offering you a grace period of 30 days for non-government defendants and 60 days for government officials acting under the color of law to correct their errors and restore the petitioner to their original state or defendants will be brought before the Grand Jury for consideration of indictment for conspiracy, subversion, RICO, war against the Constitution and other charges. See Memorandum of Law on Non-Judicial Foreclosures attached.

**THEREFORE**, on behalf of the petitioner, the Unified United States Common Law Grand Jury DEMANDS that the court of the non-judicial foreclosure filing, in good faith do your duty and protect the victim(s) of these crimes by removing all said filings immediately, cease all non-judicial foreclosure practices and notify this court of the same. We further demand that said defendants withdraw said filing from the court of filing, cease all non-judicial foreclosure filings and notify this court immediately of said actions.

**WHEREFORE**, if the defendants default, this court will be moved for an order to cease and desist their subversive activities, restore the petitioner to their original state before the misuse of justice under the color of law and be brought before the full Grand Jury for consideration of indictment for conspiracy, subversion, RICO, war against the Constitution and other charges.

SEAL

July 21, 2017



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Grand Jury Foreman  
Sureties of the Peace

### **Affidavit of Asulu F. Williams**

I, Asulu, Affiant, being of lawful age, qualified and competent to testify to, and having firsthand knowledge of the following facts, do hereby swear that the following facts are true, correct and not misleading:

On May 22, 2004 Ameriquet Mortgage Services refinanced the note at 7.70% 30 year term for the property at 768 Cheyenne St., Leavenworth, Kansas, for the price of \$126,000.

I was struggling to make payments on about 2009-2011. On or about January 2011, I called HSBC Mortgage Services for refinance and/or a Loan Modification for lower interest/payment. I was informed by the representative to apply through other agencies, that HSBC cannot do it.

On or about March 14, 2012, Affiant prepared an EFT Instrument with Notary presentment and the voucher in the amount of \$108,670.01 fax from HSBC Mortgage Services, Inc. on or about March 5, 2012. Affiant then sent certified to HSBC at 1352 Charwood Road, Hanover, MD 21076, for offset/discharge of Acct. # 0008876948. HSBC accepted on March 26, 2012.

On or about March 29, 2012 through about June 2014, Affiant sent several proof of claim letters, lawful notification, notice, fraud, Notice of default and Opportunity to Cure, Qualified Written Request, FOIA, Loan modification/ HSBC always responded saying, we are in receipt of your letters and forward to the designated department for research and response accordingly.

On or about March 1, 2013, Affiant received a letter from Kenneth C. Jones and Linda S. Tarpley, Attorneys for HSBC Bank USA, N.A., stated, the foreclosure begin in thirty days from receipt of this letter. HSBC Bank only existed through an Assignment dated August 3, 2012. On about the same year all the forty-eight (48) Attorney Generals brought the Class action against HSBC for fraud and abusive foreclosure.

On or about March 25, 2013, the foreclosure suit was filed by Kenneth and Linda, Attorneys for HSBC on the behalf of Ameriquet Mortgage Co. On or about April 9, 2013 at about 4:45pm, John Knight Deputy Sheriff for the Leavenworth Sheriff's Office served the foreclosure summons to Affiant's husband Henry at the driveway of Affiant's home at 768 Cheyenne St. Affiant saw it and immediately went to see what was going on. Deputy Knight said, "It is some kind of foreclosure summons," Affiant had twenty one days to responded.

The suit was opened on about March 25, 2013 without a Witness Affidavit. Affidavit was notarized on November 19, 2013 arrived about nine months later. There is no affidavit of injured party in records.

Affiant tried to find help from attorneys and also used other measures to stall the foreclosure process to no avail.

On or about June 18, 2013 was the first hearing for HSBC's Attorneys Motion to Strike Affiant Compulsory Cross Complaint on May 20, 2013.

In the hearing present was Judge King, Linda, Attorney for HSBC, Affiant and husband (Henry). Linda first presented her matter then Affiants presented afterward.

Affiant first asked Judge King to uphold our rights under the Constitution Bill of Rights. Judge King laughed and said, "This is State Court, you need the Federal Court and get an attorney." Affiant was not afforded due process of law. Affiant second asked Linda to produce a certified copy of her Oath. Linda threw her hands up and looked at Judge King, and so Judge King laughed and said, "I vouch for her!" Affiant said to Judge King, HSBC does not have standing to bring foreclosure since the note and the mortgage were still in Ameriquest name but Judge King said, "Overruled!" Affiant said to Judge King that Linda S. Tarpley was in violation of misrepresentative and committed fraud in the paperwork, Judge King said, "Overruled!" Judge King nevertheless ruled in favor of HSBC.

Affiant filed a Motion for reconsideration for the court's decision on or about July 1, 2013 but was denied. The Attorneys file a Motion to Settle Journal Entry on about July 9, 2013. Affiant filed Motion for enlargement of time to get Counsel and request for Transcript. Transcript came very late and was not conformed to any facts taken place in the hearing.

Affiant sent on or about October 9, 2013, Request for Admissions to HSBC's attorneys but was denied also.

Affiant received Journal Entry Judgment document on about June 23, 2013. Linda S. Tarpley (attorney) states to either object or sign if agree and return. Affiants did not agree and responded "Do not Consent, No Contract" and returned.

Affiant filed a complaint with Kansas Attorney General's Office on about September 9, 2013 for Unlawful foreclosure by HSBC. The Attorney Generals sent Affiants' a letter saying they will keep Affiants documents for their research.

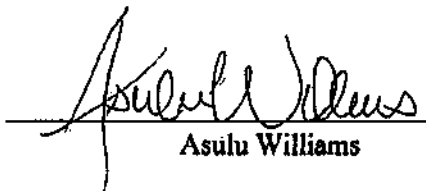
On or about January 22, 2014, Kenneth and Linda (Attorneys) filed the Journal Entry Judgment signed by Judge King as his final Ordered /Decreed/Judgment, in spite of our efforts Affiants case was not adjudicate with fairness but ignored filed evidence.

On or about February 21, 2014 Affiants received a Notice of Sale at the Sheriff's auction for 768 Cheyenne St., Leavenworth, Kansas on or about March 20, 2014.

On about March 18, 2014 Affiant filed Chapter 7 bankruptcy for stays and that canceled the first sale. Affiant demanded a Proof of Claim, Original Promissory Note with wet blue ink signatures, but no response was received.

The second Sheriff's Sale was scheduled for October 23, 2014. Affiant filed another stay that canceled the second sale.

On about March 23, 2015 Affiants received the third Notice of Sale from Kenneth and Linda of (DBA) (LEWIS RICE FINGERSH) known as Singer, Tarpley & Jones, PA. On or about April 16, 2015 the property was sold to HSBC.

  
Asulu Williams

NOTARY

In Missouri State, Pulaski County, on this 28 day of June, 2017, before me, Shania N. Stillwell, the undersigned Notary Public, personally appeared Asulu Williams, to me known to be the living (wo)man described herein, who executed the forgoing instrument, and has sworn before me that he/she executed the same as his/her free-will act and deed.

(Notary seal)

  
Notary

My commission expires: 7-14-2020



SHANIA N. STILLWELL  
My Commission Expires  
July 14, 2020  
Pulaski County  
Commission #16720047

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**MEMORANDUM OF LAW  
NON-JUDICIAL FORECLOSURES**

This memorandum reveals the fraud upon the People committed by mortgages companies and municipalities. Said fraud differs little between the two. The following conspiratorial process is essentially the same in that the home is securitized.

The Securitization of Mortgages and Tax Foreclosures has become a common and growing white collar swindle that is illegal primarily because of "Antitrust Law Violations", consisting of specific violations such as usury, fraud, conspiracy, forgery and robo-signing. When victims are robbed because State and Federal Legislators pass unconstitutional legislation and State Constitutional Courts sanction non-judicial foreclosures by looking the other way, this constitutes RICO and war against the Constitution.

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Securitization is the financial practice of pooling various types of contractual debt such as residential mortgages, commercial mortgages, auto loans or credit card debt obligations (or other non-debt assets which generate receivables); and, selling their related cash flows to third party investors as securities, which may be described as bonds, pass-through securities or collateralized debt obligations (CDOs). Investors are repaid from the principal and interest cash flows collected from the underlying debt which is redistributed through the capital structure of the new financing. Securities backed by mortgage receivables are called mortgage-backed securities (MBS), while those backed by other types of receivables are asset-backed securities (ABS). It was the private, competitive mortgage securitization that played an important role in the U.S. subprime mortgage crisis.

The process is not as complicated as it might seem at first glance and might be difficult to recognize as a crime; but, it should become clear to the local village, town, city and county courts and the Sheriff once they realize the process these criminal cartels, known as mortgage companies and municipalities, go through to use the Court and the Sheriff to assist in these illegal seizures of homes without their realizing that they became instruments of a robbery.

**CLARIFICATION:** Were these mortgage companies able to legally foreclose on the property, they would do so by filing the foreclosure in the State Court to acquire a judgment; then bring it to the Sheriff for collection. The problem is that they cannot produce proof of claim and fiduciary authority over the property and without these two affidavits, they cannot open a lawful court case to provide "*due process*" necessary for a lawful seizure of the property "*in rem*". So the BAR, banks, municipalities and mortgage cartels devised a plan to bypass "*due process*" by lobbying and convincing state legislators, who either consciously conspired; or, because constitutional principles are unbeknownst to them, ignorantly conspired to write unconstitutional "*non-judicial foreclosure statutes*" that proceed "*in rem*", which is a process to seize properties without due process whereas the party seizing the property has a "legal" claim and fiduciary authority.

Such practice moves the presumption of law from "*innocent until proven guilty*" to "*guilty with no opportunity to defend*". This turn American Jurisprudence<sup>4</sup> on its head by removing any opportunity for the victims to be heard. This Provides absolute control to defraud without consequence by nefarious mortgage holders and municipalities which

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<sup>4</sup> **JURISPRUDENCE:** The philosophy of law, or the science which treats of the principles of positive law and legal relations; American Jurisprudence is the written law, constitution and principles every judge must obey.

there seems to be no shortage of. As well as RICO-governed de facto state courts which allow the non-judicial foreclosure filings without the signature of a judge or magistrate.

*"In Rem"*, under international law, permits the seizure of property without notification to a property owner. This makes sense and is legal under international law at sea dealing with pirates; but, the *"Law of the Land"* a/k/a *"the Supremacy Clause of the Constitution"* requires *"Due Process"*.

*"This Constitution, and the laws of the United States which shall be made in pursuance thereof; and, all treaties made, or which shall be made, under the authority of the United States, shall be the Supreme Law of the Land; and, the judges in every State shall be bound thereby, anything in the Constitution or laws of any State to the contrary notwithstanding."* -- Constitution for the United States of America Article VI

Congress can make no law that would provide for a statutory construction which would negate the unalienable rights of the People; which is what would be required in order to make a State a *"Non-Judicial Foreclosure State"*. Therefore, no State can establish *"Non-Judicial Foreclosure Laws"*. Such Congressional and/or State actions would negate the following unalienable rights protected by the Constitution and expected to be enforced by the Sheriff:

- (1) the unalienable right protected by the 4<sup>th</sup> Amendment to be secure from property seizures,
- (2) the unalienable right protected by the 5<sup>th</sup> Amendment to due process,
- (3) the unalienable right protected by the 7<sup>th</sup> Amendment to trial by jury, and
- (4) the unalienable right protected by the 7<sup>th</sup> Amendment to common law courts.

Rights are unalienable<sup>5</sup> and cannot be transferred.<sup>6</sup> Any contract that would pass or hand over an unalienable right is null and void. The *"Burden of Proof"* is on the foreclosing party. All parties to a Non-Judicial Foreclosure cannot prove their case; nor can they prove their right to sell someone's property without progressing to a Final Judgment in a court of

<sup>5</sup> UNALIENABLE: Inalienable; incapable of being alienated, that is, sold and transferred. Black's 4<sup>th</sup>.

<sup>6</sup> TRANSFER: To convey or remove from one place, person, etc., to another; pass or hand over from one to another; specifically to make over the possession or control of (as, to transfer a title to land); sell or give. Chappell v. State, 216 Ind. 666, 25 N.E. 2d 999, 1001.

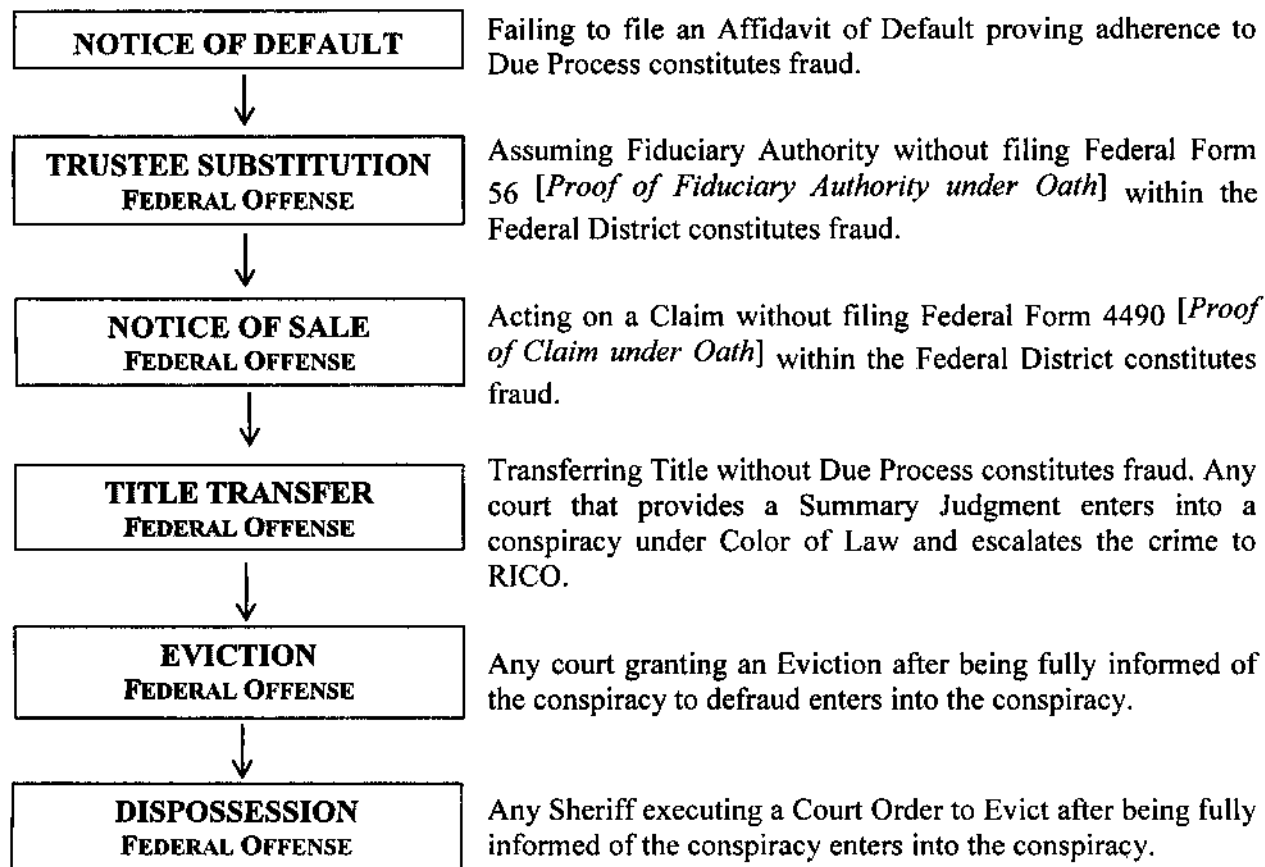
law. Any court that ignores these facts and/or proceeds with a Summary Judgment becomes complicit to the robbery. This violates the victim's rights under Color of Law, thereby giving a reason to move the Case for Cause to an Article III Federal District Court for both criminal and civil remedy.

After establishing unconstitutional statutes, white-collar criminals, acting under Color of Law, devised the following "*ruse*" to manipulate our judicial system and our County Sheriffs so as to create an appearance of lawful acts while illegally seizing the property of their victims:

- (1) Give Notice of Default to the victim, "without judicial process";
- (2) Give Notice of Substitution of Trustee, "without judicial process";
- (3) Give Notice of Sale, "without judicial process";
- (4) Commence public auction, "without judicial process";
- (5) Use aforesaid documents to transfer title, "without judicial process";
- (6) File fraudulent eviction proceedings acting as "*landlord*" (using the fraudulent title) and calling the owner of the property "*tenant*" who owes back rent in an unsuspecting village, town or city court, "giving the appearance of judicial process"; and
- (7) File the fraudulent judgement with the County Clerk to achieve a fraudulent Eviction Order for execution by the unsuspecting Sheriff.

We the People find it apparent that most of our Constitutional Officers are ignorant as to the Law of the Land as defined in the Constitution for the United States of America, Article VI. Therefore, they are often unable to determine constitutional violations which causes Sheriffs to fall prey to the minions of the subversive BAR, in jeopardy of violating their oath and We the People in jeopardy of losing our property and Liberty to tyrants.

This formal "Notification of Crimes" directs the participating courts to honor their oaths and protect the victim(s) from the following RUSE:



**STATUTORY CRIMES:** Under US laws, Securitized Mortgages are illegal primarily because they are fraudulent and constitute specific violations, namely:

- 1) RICO
- 2) Usury
- 3) Fraud
- 4) Conspiracy
- 5) Forgery
- 6) Robo-signing and
- 7) Antitrust law violations

The "*foreclosure crisis*" is a complex, interconnected series of state-sponsored crimes involving the following steps:


- 1) The mortgage or tax burden is created.
- 2) The mortgage is sold to an investor.
- 3) The mortgage or tax burden payments are loaded onto an international PONZI scheme a/k/a "*mortgage securitization*".

- 4) Compliant judges in state and county courts look the other way, or, provide Summary Proceedings while:
- a. Mortgage companies conceal the fact that the notes and assignments were never delivered to the MBS Trusts [Mortgage-Backed Securities Trusts] while the mortgage companies disseminate false and misleading statements to the investors and the United States Government.
  - b. Mortgage companies pursue foreclosure actions using false and fabricated documents, particularly mortgage assignments. The mortgage companies use Robo-signing on thousands of documents each week with no review or knowledge of the contents of the documents; thus, creating forged mortgage assignments with fraudulent titles in order to proceed with foreclosures.
  - c. Mortgage companies have used these fraudulent mortgage assignments to conceal over 1,400 MBS Trusts, each with mortgages valued over \$1 billion, which are missing critical documents; namely, mortgage assignments which are required to have been delivered to the Trusts at the inception of the Trust.
  - d. Without lawfully executed mortgage assignments, the value of the mortgages and notes held by the Trusts is impaired; effective assignments are necessary for the Trust to foreclose on its assets in the event of mortgage defaults; and the Trusts do not hold good title to the loans and mortgages that investors have been told are secured notes.
  - e. Mortgage assignments are prepared with forged signatures of individuals signing as grantors; and forged signatures of individuals signing as witnesses and Notaries.
  - f. Mortgage assignments are prepared with forged signatures of individuals signing as corporate officers for banks and mortgage companies that have never employed said individuals and corporate officers.
  - g. Mortgage assignments are prepared and signed by individuals as corporate officers of mortgage companies that have been dissolved by bankruptcy years prior to the assignment.
  - h. Mortgage assignments are prepared with purported effective dates unrelated to the date of any actual or attempted transfer; and, in the case of Trusts, with purported effective dates years after the closing date of the Trusts.
  - i. Mortgage assignments are prepared on behalf of grantors who had never themselves acquired ownership of the mortgages and notes by a valid transfer; and, such mortgage assignments include numerous ones where the grantor was identified as "*Bogus Assignee for Intervening Assignments*".

- j. Mortgage assignments are notarized by Notaries who never witness the signatures they notarize.
- k. The MBS Trusts, and their trustees, depositors and servicing companies, further misrepresent to the public the assets of the Trusts; and, issue false statements in their Prospectuses and Certifications of Compliance.
- l. Securitization violates usury laws in that the resulting effective interest rate typically exceeds legally-allowable rates set by State Usury Laws.
- m. All "True-Sale", "Disguised-Loan" and "Assignment" securitizations are essentially tax-evasion schemes. In the United States, the applicable tax-evasion statute is the United States Internal Revenue Code, Section 7201 which reads as follows: *"Any person [corporation] who willfully attempts in any manner to evade or defeat any tax imposed by this title, or the payment thereof, shall, in addition to other penalties provided by law, be guilty of a felony; and, upon conviction thereof, shall be fined not more than \$500,000; or, imprisoned not more than 5 years; or, both; together with the costs of prosecution."*
- n. Securitization undermines the United States Federal Bankruptcy Policy because it is used in lieu of secured financing as a means of avoiding certain Bankruptcy Law Restrictions. The origins of securitization in the United States can be traced directly to efforts by banks and financial institutions to avoid Bankruptcy Law Restrictions.
- o. Securitization constitutes a violation of Federal RICO Section 1341: Mail Fraud; Section 1343: Wire Fraud; Section 1344: Financial Institution Fraud; Section 1957: Engaging in Monetary Transactions in Property Derived from Specified Unlawful Activity; and Section 1952: Racketeering.

SEAL

July 21, 2017



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Grand Jury Foreman  
Sureties of the Peace

Unified United States Common  
Law Grand Jury  
PO Box 59  
Valhalla, NY. 10595

U.S. POSTAGE  
PAID  
HYDE PARK, NY  
12538  
JUL 24 17  
AMOUNT  
**\$0.91**  
R2304M115482-06



12207



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Court Clerk  
US District Court For the Northern  
District of New York  
445 Broadway [#1:16-CV-1490]  
Albany, New York 12207-2936

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